

**REMARKS**

In response to the Examiner's Action mailed on August 12, 2010, claims 1, 3, 8 to 11, 15 to 18, are amended, 27 to 50 are canceled. The applicant hereby respectfully requests that the patent application be reconsidered.

An item-by-item response to Examiner's objections or rejections is provided in the followings:

**1. *Rejection of Claims Under 35 USC 103:***

The Examiner rejects claims 1-26 under 35 U.S.C. 103(a) as being unpatentable over Thomson et al. (US 2003/0061104, hereinafter Thomson) in view of an article by Sally Trelford.

In response to the rejections, claims 1, 3, 8 to 11, 15 to 18, are amended. The claims as now amended are different, novel and not obvious over Thomason in view of Trefold. The Applicant would like to first respond to Examiner's "Response to Arguments" as the followings by dealing with simple issues first followed by more fundamental differences between this invention and the disclosures made by Thompson and Trefold and why a combination of Thompson and Trefold is not appropriate.

**A) Examiner's Response: in Thompson the customer selects the product warranty and years of warranty (see Figure 1), a 3 year warranty having a greater value of payment than a 1 year warranty. The warranty being used as "pre-payment" for services.**

- 1) Thompson does not disclose an electronic voucher received by a customer as an electronic file with the electronic voucher defines a value of payment, therefore, a customer of Thompson cannot use the voucher to pay the ASCC service provider as claimed by this invention that put the control into the hand of the customer.
- 2) In this invention, the electronic voucher used for payment is NOT Thompson's warranty that is used as "prepayment for service. According to Thompson, when the warranty is used as "PREPAYMENT" for service, the major motivation of this invention to allow the customer to control the quality of the service is totally lost. Once the prepayment is made, the customer of Thompson passively waits for the warranty service to be carried out by the "warranty administer" of the seller or manufacturer. Such process is exactly what this invention try to avoid.

- 3) The Examiner actually points out the economically reality taht the disclosures of this invention is not obvious over the Thompson's processes because the difference of these two different payment processes. The customer of this invention who made payment directly by sending the electronic voucher to the service provider has control. Thompson's selection of "warranty program" has already made a PREPAYMENT has no control as the payment has already been prepaid. For this specific reason, Examiner's statement that "nothing in the Thompson reference teaches away from or prohibits the teachings of giving the control of the after sales customer care and service (ASCC) to the customer" is not true and the disclosures made by this invention would not be obvious over Thompson in view of Trefold.
- B) Examiner's Response: Trefold disclosures allow the individuals to use the voucher to "choose their own reward" and allowing the individuals to "select the service provider" in which to redeem the services (see pages 2-3).**
- 1) Unlike Trefold's employees who are allowed to choose their own rewards among many products and services, in this invention, the customer is NOT allowed to choose the scopes of the ASCC service. The scopes of the ASCC service are already defined in the electronic voucher.
  - 2) The electronic voucher of this invention is related to the goods and/or services purchased. In contrast, the voucher of Trefold is not defined or related to anything purchased.
  - 3) Therefore, Trefold's voucher is a "general reward" voucher that allows broad scopes of choices of product and services. In contrast, the electronic voucher of this invention is limited to ASCC service programs for goods and services purchased. These are two different kinds and unrelated types of vouchers. The "choices" as that provided in Trefold, do not and cannot link such voucher to goods and services purchased, since the use of a Trefold "general voucher" is ended with an exchange of Trefold's voucher with a product or service at employee's discretion. Trefold's voucher has nothing to do with ASCC programs for goods or services purchased.
  - 4) More specifically, the electronic voucher of this invention allows a customer to control an ASCC provider, a third part, such that quality of service can be enhanced. In contrast, Trefold's voucher is only used to exchange (or redeem) products or services according to the desire of the voucher holder. Trefold's voucher holder has no need to care and is not interested in the performance of any other person than the choice he or she makes to satisfy the self interests. Again, this reality of applying

these two different kinds of vouchers differentiates the purpose and function of the ASCC voucher of this invention and the “general voucher” of Trefold. The “choice rewards” characteristics of Trefold would not make Trefold’s voucher more relevant to this invention. Conversely, the “choice rewards” characteristics of Trefold’s voucher actually makes Trefold’s discourses further differentiated and even more irrelevant to the ASCC voucher of this invention. (Actually, in Trefold, the employer is using the “general voucher” to control and motivate the employees who receive the “reward voucher” from the employer. The voucher holder, i.e., the employee, is being controlled and motivate. The situation and role of the voucher holder disclosed by Trefold is totally contrary to the role of the customer of this invention who uses the ASCC voucher to control the ASCC provider to enhance the quality of ASCC services.)

- C) Examiner’s Response: Trefold teaches was cited to teach in general allowing a person to make choices by allowing to redeem their performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). Nothing in this general practice of allowing the customer/employees/users to use their vouchers at the service provider of their choice prohibits or excludes the teachings to be used in the after sale and customer care of Thompson in order to provide versatility and choices to the users.
- 1) The Applicant respectfully disagree with Examiner’s standard of applying the standard that “nothing in this general practice of allowing the customer/employees/users to use their vouchers at the service provider of their choice prohibits or excludes the teachings to be used in the after sale and customer care of Thompson in order to provide versatility and choices to the users” The standard of “obviousness” should not be based on “whether nothing would prohibit or exclude a combination of two disclosures”. After reviewing a new and non-obvious invention, a person of ordinary skill in the art can find many ways, i.e., nothing would prohibit or exclude” to combine two disclosures based on the new and non-obviousness disclosures of the new invention. This “nothing would prohibit or exclude” standard would render many inventions unpatentable because this almost catch-all broad base of obviousness rejection. “Rather, the standard should be whether the disclosures of either Thompson or Trefold would suggest or motivate an ordinary skill in the art to combine these two disclosures.

- 2) Thompson's disclosures are related to after sales product warranty services and Trefold's disclosures are related to human resources methods and processes to motivate employees. These are two different fields. Thompson deals with specific after sales problems and issues related to a specific purchase. Trefold deals with people's emotions, desires, motivation and loyalty of employees to employer. These two disclosures are in two distinct and unrelated fields. There is nothing disclosed by Thompson to reward a customer or a service provider and there is nothing mentioned in Trefold what happen if a purchase goods or service has a requirement of service. The link to combine these two disclosures is missing and not found in either Thompson or Trefold until the Examiner review the disclosures made in this invention based on a standard that " nothing would prohibit or exclude" the combination of these two disclosures.
- 3) Even that the Applicant disagrees with Examiner's broad base of the obviousness rejection, the Applicant would still like to present that there are indeed reasons that would prevent a combination of these two disclosures. Specifically, the voucher of Trefold is issued by the employer who holds an economic interest because the purpose of the voucher is to motivate the employees to have higher productivity. The voucher is issued for the issuer's economic interests. The major interest of Thompson's invention is to benefit the manufacturers or the seller. Specifically, the Abstract of Thompson states: "The warranty administrator coordinates between the customer, the manufacturer and a service provider to provide warranty repairs. **UNLIKE CONVENTIONAL EXTENDED WARRANTIES OFFERED BY THIRD PARTIES, THE MANUFACTURER REMAINS IN THE REPAIR PROCESS AND THEREBY GAINS VALUABLE INFORMATION ABOUT THE LONG TERM SATISFACTION OF THE CUSTOMERS. THE WARRANTY ADMINISTRATOR ALSO PROVIDES THE MANUFACTURER WITH A MEANS TO CONTACT THE CUSTOMER ABOUT OTHER PRODUCTS, PRODUCT RECALLS AND AFFINITY PROGRAMS THEREBY PROMOTING BRAND LOYALTY.** (ABSTRACT of Thompson). From the perspective of Thompson's manufacturer or sellers, issuance of a voucher based on the operational process of Trefold, would not make sense. Because if Thompson were to issue a voucher like Trefold, the voucher would not benefit the voucher issuer based on same motivation of Trefold to benefit the voucher issuer. Thompson's voucher would not benefit the manufacturers or the sellers as pointed by Thompson's ABSTRACT as the manufacturer or seller would not remain in the repair process and therefore would not gain valuable information about the long term satisfaction of the customer (see the ABSTRACT of Thompson).

For this very important difference, a person of ordinary skill would indeed be prohibited or excluded from the combination of Trefold and Thompson because, unlike Trefold, the economic interests would not flow back to the voucher issuer of Thompson. Considering the benefits and the goal of the manufacturers and sellers, issuance of vouchers to the customers should be discouraged because the control and benefits would transfer to the customers rather than stay with the voucher issuers.

- 4) In contrast, this invention is disclosed based on a perspective to provide benefits and control to the customers rather than the manufacturers or sellers as that emphasized in Thompson or Trefold where the "general reward vouchers" benefit the voucher issuer. In this invention, the voucher receivers, i.e., the customer, gain benefits and control directly from receiving and applying the ASCC electronic vouchers. These two different and opposite perspectives, would prohibit and exclude the combination of the "warranty administration" practice of Thompson with the "general reward voucher". The Applicant would like to respectfully points out that these reasons are provided not to "attack" the references" individually. Instead, the reasons are provided to align the motivation and purposes of these two disclosures and compare these motivations and purposes of these two disclosures are different and contrary to the motivation and purpose of this invention. For these reasons, the invention now directed by the claims as amended would indeed be different, novel and not obvious over the disclosures made by Thompson in view of Trefold.

- D) Examiner's response: Although Thompson doesn't teach a third party provider nothing in the teachings of Thompson prohibits using a third party provider of the user's choice. In addition, the Examiner wants to point out that the Applicant is concentrating in one embodiment of the reference. Other embodiments of Thompson clearly teach the customer buying insurance or warranty "through the electronic warranty administrator or through third party issuers [0062].
- 1) The Applicant has already responded to Examiner's point that "NOTHING in the teachings of Thompson prohibits using a third party provider of the user's choice". Surely Thompson teaches in the ABSTRACT that **"UNLIKE CONVENTIONAL EXTENDED WARRANTIES OFFERED BY THIRD PARTIES, THE MANUFACTURER REMAINS IN THE REPAIR PROCESS AND THEREBY GAINS VALUABLE INFORMATION ABOUT THE LONG TERM SATISFACTION OF THE CUSTOMERS. THE WARRANTY ADMINISTRATOR ALSO PROVIDES THE MANUFACTURER WITH A MEANS TO CONTACT THE CUSTOMER ABOUT OTHER PRODUCTS, PRODUCT RECALLS AND**

**AFFINITY PROGRAMS THEREBY PROMOTING BRAND LOYALTY.**

(**ABSTRACT of Thompson**). This teaching actually discourages the direct contact between the customer and the third party service provider.

- 2) The Examiner cited Paragraph [0062] as a basis for stating that Thompson clearly teaches the customer buying insurance or warranty "through the electronic warranty administrator or through third party issuers [0062]. Paragraph [0062] is copied down below. Such statement is a misreading of the Paragraph [0062] of Thompson. Thompson actually teaches 1) the customer to communicate with one or more insurance companies that provide insurance for the product against theft, loss, damage, etc. (Thompson's teaching is NOT buying warranty from third party). 2) The customer may recommend the product to third parties. (Thompson's customer is never encouraged or hinted to contact a third party service provider other than the insurance company and the insurance is nothing to do with services related to the product itself). The object of Thompson's teaching is to provide a process such that the manufacturer or seller "remain in the repair process (Please see the ABSTRACT of Thompson). A third party "warranty" or "third party service provider" is against the purpose of Thompson's purpose of invention. For these reasons, Paragraph [0062] of Thompson does not provide a basis as cited by the Examiner that would make this invention obvious. On the contrary, Paragraph [0062] further strengthen the reasons as presented by the Applicant here that this invention is different and not obvious over Thompson and further in view of Trefold.

Thompson [0062] Referring back to FIG. 3, selecting the insure link 62 enables the customer to communicate with one or more insurance companies that provide insurance for the product against theft, loss, damage, etc. The insurance may be sold through the electronic warranty administrator or through third party insurers. Refer link 63 enables the customers to recommend the product to third parties. Should a third party subsequently purchase the product, the customer may be eligible for cash or an affinity reward.

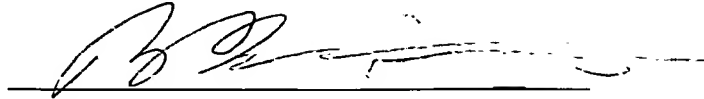
For the above reasons, the amended claims 1 to 22 and the dependent claims are non-obvious in view of the cited prior art references including Thompson and Treflod.

With the amended claims and the reasons provided above, the applicant hereby respectfully requests that Examiner's objections and rejections under 35 USC § 103 be withdrawn and the present application be allowed.

Respectfully submitted,

Bo-In Lin.

By

A handwritten signature in black ink, appearing to be 'Bo-In Lin', is written over a horizontal line.

Bo-In Lin -- Attorney, Registration No. 33,948  
13445 Mandoli Drive, Los Altos Hills, CA 94022  
(650) 949-0418 (Tel), (650) 949-4118 (Fax)